

Exhibit D



PROGRAM LETTER OF AGREEMENT
Practice or Clinic Supervision by University Specialty Clinics Faculty

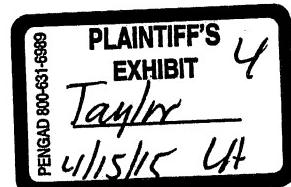
Date: April 28, 2011

Orthopaedic Surgery
 Two Medical Park, Ste 404
 Columbia, SC 29203

803-434-6879

The purpose of this Letter of Agreement is to set forth the general terms and specific conditions under which University Specialty Clinics-Orthopedic Surgery has agreed to participate in the education and supervision of residents in the Palmetto Health Graduate Medical Education Program(s). The major components of our relationship are as follows:

- ❖ Representatives of Orthopedic Surgery education program and University Specialty Clinics-Orthopedic Surgery have mutually agreed upon a rotation schedule for resident(s) at your site. This schedule is attached as Appendix A, which may be revised yearly as needed upon written mutual agreement.
- ❖ Residents in the Orthopedic Surgery Residency Program will rotate through your office to fulfill their Sports requirement. It is agreed and understood that during such rotations the resident will be participating in the treatment of patients in your offices and under the supervision of various USC School of Medicine attending physicians who report to John Walsh, MD.
- ❖ This Letter of Agreement may be terminated "for cause" at any time and may be terminated "without cause" by either party upon thirty (30) days prior written notice.
- ❖ Palmetto Health will be solely responsible for payment of the salary, fringe benefits, and professional liability insurance for the resident who rotates through your practice.
- ❖ Goals and objectives of this rotation:
 - ❖ See Attachment B...
- ❖ Attending Responsibility:
 1. Teaching
 - a. Attending physician will educate the rotating resident about the responsibilities, conditions and treatments typical to the area of their medical specialty



- [Signature]*
- 2. Supervision
 - a. Attending physician is physically present and directly involved.
 - 3. Evaluation
 - a. Must provide written evaluation of resident on Program Director approved form or format within 2 weeks of rotation completion.
 - ❖ While on rotation at your site, the resident will abide by applicable policies, procedures, rules and regulations of your clinic; provided, however, all rotations must be consistent with the educational goals and objectives of the Program and the general policies and procedures of the Sponsoring Institution (Palmetto Health). Incidents that may require academic or disciplinary action will be referred back to the Sponsoring Institution via the Program Director and will be handled in compliance with academic or disciplinary policies of the Sponsoring Institution. Further, the educational experiences of the resident while on rotation at your site will be provided in a manner consistent with applicable Accreditation Council for Graduate Medical Education (ACGME) Residency Review Committee (RRC) requirements, and other federal, state and local laws, rules and regulations.
 - ❖ Further, it is agreed and understood that your participation in the Palmetto Health Graduate Medical Education Programs under the terms of the Letter of Agreement does not unreasonably interfere with, conflict with, and is not prohibited by any other employment or compensation agreement to which the practice is a party.

Your agreement to participate in the Palmetto Health Graduate Medical Education program(s) is greatly appreciated. The PH-USC Department of Orthopedic Surgery pledges its full support to the clinic site to help in education of the resident within your office.

Please indicate your concurrence with the terms of this Letter of Agreement by signing in the space provided below. Should you have questions, please do not hesitate to contact David Koon, MD at (803) 803-434-6879 or Katherine G. Stephens at (803) 434-4416.

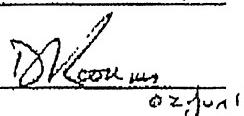
Sincerely,

By:


Designated Institutional Official
Katherine G. Stephens, MBA, FACHE
Vice President, Medical Education

Date: 8-22-11

By:


Program Director for Orthopedic Surgery

Date: _____

Accepted:

By:


Authorized Representative
Name: Paul Athey, MBA
Title: Administrative Director

Date: 6/8/11

By:



Attending Physician: John Walsh, MD

Date: 6/7/11

Appendix A - Sports

RESIDENT NAME	START DATE	END DATE
Jennifer Wood	07/01/2011	08/31/2011
Afraaz Irani	09/01/2011	10/31/2011
Kristen Nathe	11/01/2011	01/02/2012
Greg Herzog	12/01/2011	01/02/2012
Hamison Goodno	01/03/2011	02/28/2012
Justin Hoover	03/01/2012	04/30/2012
Michael Kanwisher	01/03/2012	01/31/2012
Michael Kanwisher	05/01/2012	05/31/2012
Kenneth Lindley	06/01/2012	06/30/2012